

OPINION SUMMARY
MISSOURI COURT OF APPEALS EASTERN DISTRICT
DIVISION TWO

FRUENDLY AUTO SOURCE, INC.,)	No. ED104603
)	
Plaintiff,)	
)	Appeal from the Circuit Court
)	of Lincoln County
vs.)	Cause No. 12L6-CC00164
)	
WALTER CHROSTOWSKI, ET AL.,)	Honorable David H. Ash
)	
Appellants,)	Filed: March 28, 2017
)	
vs)	
)	
CERTAIN UNDERWRITERS AT LLOYD’S,)	
LONDON,)	
Respondent.)	

Walter Chrostowski and WJC Trucking, LLC (“Appellants”) appeal the motion court’s grant of Certain Underwriters at Lloyd’s of London’s (“Respondent”) motion for summary judgment finding there was no coverage under the Liability Policy (the “Policy”) issued to Appellants by Respondent. Appellants argue the motion court erred by finding the written long term lease agreement (the “Lease Agreement”) between Appellants and a motor carrier, USXL Worldwide (“USXL”) was not in effect at the time of Mr. Chrostowski’s accident because it had been mutually terminated by the actions of Mr. Chrostowski and USXL.

Holding: AFFIRMED.

Division Two Holds: Appellants and USXL mutually terminated the Lease Agreement at approximately 9:00 p.m. on September 16, 2011, when Mr. Chrostowski turned in the remaining equipment belonging to USXL in his possession. The Lease Agreement was not presently effective at the time of the accident at approximately 10:20 p.m. Because the Policy with Respondent required a written long term lease with a motor carrier such as USXL that “exists and is effective” as a condition for coverage, we find there was no coverage under the Policy.

Opinion by: Colleen Dolan, J.

Sherri B. Sullivan, P.J., and Roy L. Richter, J., concur.

Attorneys for Appellants: Mark L. Williams, Matthew L. McClamroch.

Attorneys for Respondent: Kevin L. Fritz, Carolyn M. Kopsky.

THIS SUMMARY IS NOT PART OF THE OPINION OF THE COURT. IT HAS BEEN PREPARED FOR THE CONVENIENCE OF THE READER AND SHOULD NOT BE QUOTED OR CITED.